



MISSOURI DEPARTMENT OF NATURAL RESOURCES  
SOLID WASTE MANAGEMENT PROGRAM  
**CONTRACT OF OBLIGATION**

**NOTE: A CONTRACT OF OBLIGATION, AS SPECIFIED IN 10 CSR 80-8.050(7)(C)2.G.**

THIS AGREEMENT is made and entered into by and between \_\_\_\_\_ ,  
City/County

Missouri and the Missouri Department of Natural Resources hereinafter referred to as the MoDNR.

Whereas, \_\_\_\_\_ , Missouri has submitted a permit application for the  
City/County  
construction, operation and maintenance of a scrap tire processing facility to MoDNR pursuant to the requirements of  
sections 260.200 to 260.345, RSMo, the Missouri Solid Waste Management Law (hereinafter "Law") and the rules  
promulgated thereunder; and

Whereas, pursuant to the Missouri Solid Waste Management Rules, 10 CSR 80-8.050(7)(C)2.G., a municipality or  
county may execute a "contract of obligation" to satisfy the requirements for a financial assurance instrument in  
applying for a permit to operate a scrap tire processing facility.

Now therefore, in consideration of the issuance of Permit No. \_\_\_\_\_ by MoDNR to,  
\_\_\_\_\_  
City/County  
Missouri for the operation of a scrap tire processing facility and in consideration of  
the mutual covenants contained herein, MoDNR and \_\_\_\_\_ , Missouri hereby agree as follows:  
City/County

1. \_\_\_\_\_ , Missouri is hereby bound unto MoDNR in the sum of \$ \_\_\_\_\_ and  
City/County  
hereby authorizes the Director of the MoDNR, or designee, to collect said sum from any funds being disbursed or to  
be disbursed by the state of Missouri to \_\_\_\_\_ , Missouri upon failure of  
City/County  
\_\_\_\_\_  
City/County  
, Missouri to close the scrap tire processing facility in accordance with the  
requirements of the Law, the regulations duly promulgated thereunder and the approved closure plans.
2. Should MoDNR find that \_\_\_\_\_ , Missouri has failed to properly close the scrap tire  
City/County  
processing facility, MoDNR shall notify \_\_\_\_\_ , Missouri of such finding and pursuant to  
City/County  
260.235, RSMo shall afford the opportunity for administrative and judicial review of such finding.
3. \_\_\_\_\_ , Missouri hereby authorizes the Director of the Department of Revenue and the  
City/County  
State Treasurer to withhold from any funds being disbursed or to be disbursed or to be disbursed by the state of  
Missouri to \_\_\_\_\_ , Missouri the sum of \$ \_\_\_\_\_ upon receiving notice  
City/County  
from the Director of MoDNR of \_\_\_\_\_ , Missouri's failure to properly close the  
City/County  
scrap tire processing facility.
4. This contract shall terminate upon written notice from MoDNR that \_\_\_\_\_ ,  
City/County  
Missouri is released from the requirements for a financial assurance instrument for closure as required by the Law  
and the rules promulgated thereunder.
5. If \_\_\_\_\_ , Missouri desires to terminate this contract prior to completing proper  
City/County  
closure for the scrap tire processing facility it must:
  - (a) send a notice of termination in writing addressed and delivered to the MoDNR 120 days before that termination  
will occur; and
  - (b) post with the MoDNR an acceptable alternative financial assurance instrument, as provided for by the Law or by  
any rules adopted pursuant to the Law within 90 days after the notice of termination is received by the  
department; and
  - (c) receive a written acknowledgment from the MoDNR of receipt by MoDNR of an acceptable alternative financial  
assurance instrument.

6. If \_\_\_\_\_, Missouri does not provide an acceptable alternative financial assurance  
City/County  
instrument within the time limit specified above, this contract shall remain in effect until terminated as specified in 4. of  
this contract.

7. \_\_\_\_\_, Missouri has by resolution attached hereto as Attachment A and which by  
City/County  
this reference is incorporated herein and expressly made a part of this agreement, authorized the signatory hereof to  
execute this contract of obligation and bind \_\_\_\_\_, Missouri to the terms thereof.  
City/County

8. The effective date of this contract is the date this contract is signed by the Director of MoDNR.

**IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS**

City/County	Date
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By (Name and title of signatory agent) Printed or typed	Signature of signatory agent
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**MISSOURI DEPARTMENT OF NATURAL RESOURCES**

By (Director)	Date
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